

Prepared By: Lisa Keeto  
POBx 840  
Batesville, MS  
38606

MOTOR FUEL DISTRIBUTION AGREEMENT

PH: NA

STATE OF MISSISSIPPI  
COUNTY OF PANOLA

This Motor Fuel Distribution Agreement made and entered into this the 26<sup>th</sup> day of Feb 2007, by and between the following parties:

- (1) S & S Oil Company, Inc. DBA Mansel Oil Company, P. O. Drawer 840, Batesville, MS 38606, hereinafter referred to as "Distributor".
- (2) ~~P3V2, Inc.~~ DBA Pac-N-Snac, 6211 Cockrum Ave., Olive Branch, MS 38654, hereinafter referred to as "Owner-Occupant".  
PAC N SNAC

WITNESSETH:

Owner-Occupant owns and operates a retail sales establishment on a parcel of real estate located at 6211 Cockrum, in the City of Olive Branch, State of Mississippi, more specifically described in the records of the Clerk's Office of Desoto County, State of Mississippi, as follows, to-wit:

In Section 33, Township-1-South-Range-6-West, Olive Branch, Mississippi:  
7 Lots Zoned: C-2

See Attached.

WHEREAS, Owner-Occupant desires a self-service motor fuel business to be operated in connection with the retail sales establishment at said location, and whereas Distributor is willing to deliver and provide BP gasoline for the operation of a self-service motor fuel business as said location.

NOW, therefore, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration receipt and sufficiency of which is hereby acknowledged, the parties do mutually agree as follows, to-wit:

TERMS:

- (A) ~~Vinod Pareek~~, Dr. R.C. Purohit, Dr. Pravin Patel agrees to purchase BP gasoline from S & S Oil Co., Inc. DBA Mansel Oil Company for the Retail Store at 6211 Cockrum, Olive Branch, MS 38654.
- (B) S & S Oil Co., Inc. DBA Mansel Oil Company will haul the produce from BP's designated terminal in Murphy, MS or the terminal designated by BP/Amoco to serve Olive Branch, MS.
- (C) S & S Oil Co., Inc. DBA Mansel Oil Company will furnish all BP signs, labeling, logos and other identifying means required by BP for branding. All such BP signs, labeling, logos or other identifying means shall remain the property of BP.
- (D) The price of Petroleum products shall be the S & S Wholesale price of BP Gasoline plus \$.01 a gallon, all freight, and all applicable taxes. Also, S & S will give Pac-N-Snac \$.03 a gallon for 4 years. S & S will pay to Pac-N-Snac \$10,000.00 crind allowance.
- (E) All credit card fees and equipment rental shall be charged to the Owner-Occupant at the costs presented to Mansel Oil Company.
- (F) All Petroleum products are payable ten (10) days from delivery.

PAC N SNAC

- (G) That all Petroleum equipment and other related equipment shall be installed at the premises by P3V2, Inc. DBA Pac-N-Snac and that they will be the sole owner of the equipment. That S & S Oil Co., Inc. DBA Mansel Oil Company will have no ownership in any equipment on the property. Any maintenance of pumps shall be responsibility of P3v2, Inc, DBA Pac-N-Snac.
- (H) The parties agree that no other Petroleum products shall be used or sold from the premises during the term of this Agreement.
- (I) The parties agree that the initial terms of this Agreement shall be for a term of ten years, commencing Feb 26, 2007, and terminating Feb 26, 2017. Should either party desire not to continue this Agreement, then that party shall give sixty (60) days written notice to the other and unless a subsequent written agreement is executed, this agreement shall continue on a month to month basis.
- (J) All parties hereto agree specifically that their respective interest and rights under this Agreement may be assigned or transferred. All Agreements hereunder, including the exclusive motor fuel rights contained in Paragraph (H), above, shall run with the land and shall be binding upon heirs successors, or assigns of all parties hereto. In the event OWNER or OCCUPANT sells or transfers their interests and rights under this Agreement all terms and provisions of this Agreement shall remain in full force and valid with respect to the property covered by this Agreement.
- (K) Each party herein shall be responsible to carry its own liability insurance to protect its respective interests. That the Owner-Occupant shall hold harmless the Distributor on any claims that may be filed against the parties for the negligence of the Owner-Occupant.
- (L) For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as an inducement to OPERATOR to enter into this agreement the undersigned <sup>PAC N SNAC</sup> ~~P3V2, Inc.~~, does hereby guaranty the prompt performance of this agreement by the OPERATOR and the prompt payment of all moneys due under this agreement by the OPERATOR. This guaranty is continuing, absolute, and unconditional. Notice of acceptance is waived. This guaranty shall remain in full force and effect during the term of the said agreement and until all debt and money due by the OPERATOR hereunder shall have been paid in full. The expiration or termination of this agreement shall have no affect on the guarantor's obligations with respect to said indebtedness and money due hereunder. The guarantor waives any and all demand for payment, any notice of credits extended and shipments of goods and merchandise made hereunder, and all other notices whatsoever. No action need be brought against the OPERATOR as a precondition to the enforcement of this guaranty provision against the undersigned guarantor.

DEFAULT

In the event of default or breach by any parties to this Agreement, the breaching party shall be responsible and pay to the non-breaching party all attorneys' fees, court costs, and all other reasonable expenses necessary to cure the breach of performance by the breaching party, or to restore the non-breaching party to the position that he or it would have been in had it not been for said breach, and all non-breaching parties shall have full rights of recourse against the breaching party for all damages caused or resulting from said breach.

MISCELLANEOUS:

If any portion of this Agreement is determined to be unlawful or invalid for any reason, the remaining portion of the same shall remain in full force and effect. There shall be no modification of this Lease and Agreement except in writing signed by all parties effected by said modification. If the Location debrands, for any reason, before the completion of the commitment period for the Allowance, the Operator shall reimburse the Distributor

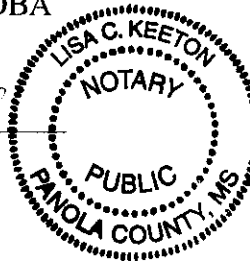
all or a portion of the allowance payments received for the Location, which reimbursement shall be based upon the number of years the Location was branded BP after the effective date based on the following chart:

# OF YEARS BRANDED WITH BP	% OF ALLOWANCE BE REIMBURSED TO BP
Less than 4 years	100%
More than 4 but less than 5 years	80%
More than 5 but less than 6 years	60%
More than 6 but less than 7 years	40%
More than 7 but less than 8 years	30%
More than 8 but less than 9 years	20%

Witness the signatures of the parties hereto this the 26<sup>th</sup> day of Feb, 2007.

DISTRIBUTOR: S & S OIL COMPANY, INC. DBA  
MANSEL OIL COMPANY

BY: [Signature]



Notary Public State of Mississippi  
At Large  
My Commission Expires  
August 12, 2010  
BONDED THRU  
HEIDEN, BROOKS & GARLAND, INC.

OCCUPANT: DR. R.C. PUROHIT  
P.O. Box 602  
Batesville, MS 38606  
DR. PRAVIN PATEL  
144 Green T. Blvd East  
Hernando, MS 38632  
P3V2, INC. DBA PAC-N-SNAC

BY: [Signature]

STATE OF MISSISSIPPI  
COUNTY OF PANOLA

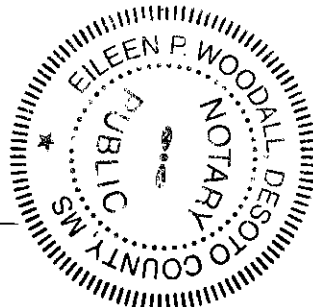
Personally appeared before me, the undersigned authority in and for the said County and State, the within named W. H. STUBBLEFIELD with whom I am personally acquainted, who is President of S & S Oil Company, Inc., DBA Mansel Oil Company, a Mississippi corporation, Distributor, who acknowledged that he executed and delivered the above and foregoing instrument on the day and year therein mentioned and on behalf of and as the act of said corporation, he being duly authorized to do so.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the 26<sup>th</sup> day of February, 2007.

[Signature]  
NOTARY PUBLIC

(SEAL)  
My Commission Expires:

MY COMMISSION EXPIRES MARCH 11, 2007



STATE OF MISSISSIPPI  
COUNTY OF OLIVE BRANCH

Personally appeared before me, the undersigned authority in and for the said County and State, the within named P3V2, INC., Occupants, with whom I am personally acquainted, who acknowledged that he executed and delivered the above and

foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)

My Commission Expires:

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